

The Travelers  
Contract 11 Edition

**SPECIAL FORM**  
(Forming part of Section I)

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7. **Property Removal** — Coverage A or B applies to direct loss by removal of property from premises endangered by a peril not otherwise excluded including coverage pro rata for 30 days at each proper place to which the property shall necessarily be removed for preservation from or repair of damage caused by such peril.
  8. **Specified Property** — Coverage A applies to walks, roadways, curbing and paved surfaces outside of buildings, fences, retaining walls, and lawns, terraces, plants and shrubs not grown for commercial purposes, located on a premises, only against direct loss by fire, lightning, explosion, riot, civil commotion or aircraft, for an amount not exceeding \$250 on any one tree, plant or shrub, including expenses incurred in removing their debris, not more than \$1,000 in any one occurrence.
  9. **Valuable Papers and Records** — Coverage B applies to the cost of research and other expenses necessarily incurred to reproduce, replace or restore valuable papers and records and recording or storage media located on a premises designated in the declarations, for an amount not exceeding \$1,000 in any one occurrence.
- C. **Additional Exclusions** — This form does not insure against loss:

**Under Coverages A and B—**

- (1) to awnings, outdoor equipment, or other property, all while outside of buildings, caused by ice, snow or sleet;
- (2) to outdoor swimming pools, piers, wharves, docks, beach or diving platforms or their appurtenances (when such property is specifically insured by the policy); except for direct loss by specified perils other than impact of watercraft;
- (3) to signs outside a building except for direct loss by specified perils other than vandalism and malicious mischief;
- (4) to plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) or by discharge, leakage or overflow from such equipment or appliances caused by or resulting from freezing while the building is vacant or unoccupied; unless the Named Insured shall have exercised due diligence with respect to maintaining heat in the building or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;
- (5) to machines or machinery caused by rupture, bursting or disintegrating of their rotating or moving parts resulting from centrifugal or reciprocating force;
- (6) to: (a) steam boilers, steam pipes, steam turbines or steam engines caused by any condition or occurrence within such boilers, pipes, turbines or engines, except direct loss resulting from explosion of accumulated gases or unconsumed fuel within the fire box or combustion chamber of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom; or (b) hot water boilers or other equipment for heating water caused by any condition or occurrence within such boilers or equipment other than an explosion;
- (7) to a new building under construction, including materials, equipment and supplies therefor, except for direct loss by specified perils other than burglary, robbery, collapse of building or falling objects;
- (8) by work upon or installation of property unless direct loss by specified perils ensues, and then The Travelers shall be liable only for such ensuing loss;
- (9) by: (a) shortage of property disclosed by taking inventory; (b) mysterious or unexplained disappearance; or (c) voluntary parting with title or possession of any property by the Named Insured or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick or device, or false pretense; but exclusions (b) and (c) do not apply to property in the custody of a bailee;
- (10) by deterioration, inherent vice, inherent or latent defect, wear and tear, rust, corrosion, insects or vermin; unless direct loss by specified perils ensues, and then The Travelers shall be liable only for such ensuing loss;
- (11) by failure or breakdown of machinery or equipment; unless direct loss by specified perils ensues, and then The Travelers shall be liable only for such ensuing loss;

**Under Coverage A —**

- (12) to glass (other than glass building blocks) except for direct loss by specified perils other than burglary or vandalism and malicious mischief;

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- (13) to the interior of a building caused by rain, snow, sleet or dust, all whether driven by wind or not, unless: (a) the building shall first sustain an actual damage to roof or walls by the direct action of wind or hail, and then The Travelers shall be liable for direct loss to the interior of the building as may be caused by rain, snow, sleet or dust entering the building through openings in the roof or walls made by direct action of wind or hail; or (b) direct loss results from specified perils other than windstorm or hail;
- (14) by settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings; unless direct loss by a peril not otherwise excluded ensues, and then The Travelers shall be liable only for such ensuing loss;
- (15) by theft or attempted theft of property that is not an integral part of the building at the time of loss; unless direct loss by a peril not otherwise excluded ensues, and then The Travelers shall be liable only for such ensuing loss;
- (16) by animals or birds; mold, wet or dry rot; smog; smoke, vapor or gas from agricultural or industrial operations; unless direct loss by a peril not otherwise excluded ensues, and then The Travelers shall be liable only for such ensuing loss;

**Under Coverage B -**

- (17) to live animals, birds or fish; except by death or destruction directly resulting from or made necessary by specified perils;
- (18) to property while being used in any test, experiment or research project; except for direct loss by specified perils;
- (19) to: (a) furs or articles containing fur which represents their principal value; or (b) jewelry, watches, watch movements, jewels, pearls, gems, precious or semi-precious stones, gold, silver, platinum and other precious alloys or metals;
- (20) by breakage of glass, glassware, statuary, murbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature; except for direct loss by specified perils; however, this exclusion does not apply to lenses of photographic equipment or scientific instruments;
- (21) by theft or attempted theft unless resulting from burglary or robbery, and then only if burglary and robbery coverage is shown as applicable in the declarations;
- (22) due to any fraudulent, dishonest, or criminal act or omission by the Named Insured, or any partner, officer, employee, director, trustee or authorized representative of the Named Insured, while working or otherwise and whether acting alone or in collusion with others, or by persons to whom the property is entrusted; but this exclusion does not apply to: (a) an ensuing direct loss by specified perils other than burglary or robbery, if the loss arises from an act or omission by a person other than the Named Insured; or (b) property in the custody of a carrier for hire or other bailee;
- (23) by: (a) any legal proceeding or threat thereof; (b) delay or loss of market; or (c) consequential loss of any kind except as provided in Coverages C and D or in the Extensions "Debris Removal" and "Extra Expense" under "Extensions of Coverage" in this form;
- (24) by faulty workmanship or materials unless direct loss by specified perils ensues, and then The Travelers shall be liable only for such ensuing loss; or
- (25) by: (a) marring or scratching except for direct loss by specified perils; or (b) dampness or dryness of atmosphere or changes in temperature.

**D. Special Limits of Liability.** - The Travelers shall not be liable in any one occurrence:

- (1) under Coverage B, for loss by burglary of radium or controlled drugs for more than \$1,000; or
- (2) under Coverage A, for more than \$1,000 for loss to glass caused by sonic boom.

**E. Additional Definitions**

- 1. "Burglary" means the felonious abstraction of property from within a building, or a room, closet or safe within a building, by a person feloniously entering or exiting from such building, room, closet or safe by actual force and violence as evidenced by visible marks made by tools, explosives, electricity, or chemicals upon, or physical damage to, the exterior thereof at the place of such entry, or the interior thereof at the place of such exit.

"Burglary" includes attempted burglary.

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"Safe" means a safe or vault, the door or doors of which are equipped with at least one combination lock and which doors shall be locked by all such locks at time of loss.

2. "Collapse of building" means only the sudden falling in of a substantial structural portion of the building.

3. "Falling objects" means loss caused by falling objects, but excluding loss to: (a) the interior of the building or property within the building unless the building shall first sustain an actual damage to the exterior of the roof or walls by the falling objects; (b) glass (other than glass building blocks) constituting part of a building; or (c) personal property outside buildings.

4. "Robbery" means the felonious taking of the property: (a) by violence or threat of violence inflicted upon a custodian; (b) by any other overt felonious act committed in a custodian's presence and of which he was actually cognizant; or (c) from the person or direct care, custody or control of a custodian who has been killed or rendered unconscious.

"Robbery" includes attempted robbery.

"Custodian" means the Named Insured, a partner or an officer thereof or any employee who is in the regular service of and authorized by the Named Insured to have the care, custody or control of the property.

5. "Sonic boom" means shock waves generated by aircraft.

6. "Specified Perils"

Coverages A and B (except property in due course of transit) — Subject to the applicable exclusions and limitations of the policy, "specified perils" means direct loss by any of the following: (1) fire, lightning, windstorm, hail, explosion, riot, civil commotion, smoke, vandalism and malicious mischief or leakage or discharge of water or other substances from within an automatic sprinkler system; and (2) as defined herein, burglary, collapse of building, falling objects, robbery, sonic boom, vehicles or aircraft or water damage.

b. Property in due course of transit — Subject to the applicable exclusions and limitations of the policy, "specified perils" means direct loss by any of the following: fire; lightning; windstorm; hail; explosion; riot; civil commotion; smoke; vandalism and malicious mischief; or the transporting conveyance's collision (except contact with roadbed), upset, overturn or derailment.

"Vehicles or aircraft" means only physical contact between aircraft (including objects falling therefrom) or vehicles and the insured property or buildings containing the insured property. The Travelers shall not be liable for loss: (a) by any vehicle owned or operated by the Named Insured or by any occupant of the premises; or (b) to the contents of aircraft or vehicles.

8. "Water damage" means the accidental discharge, leakage or overflow of water or steam from within: (a) a plumbing, heating, refrigerating or air conditioning system; (b) an industrial or domestic appliance; or (c) storage tanks for the supply of a plumbing system, elevator tanks and cylinders, or standpipes for fire hose.

F. Additional Condition — This form is subject to: (1) any declarations, form of endorsement indicated as applicable to it; (2) the SECTION I PROVISIONS FORM except as otherwise provided in this form; and (3) the GENERAL PROVISIONS FORM.

G. State Exceptions — Applicable to the States Indicated:

1. Massachusetts and Minnesota — As respects loss by fire or lightning, the words "all risks of direct physical loss" under "Insuring Agreement" and "direct loss" under "Extensions of Coverage" of this form are amended to read "all loss".
2. South Carolina; and in Florida for properties located in the Counties of Broward, Dade, Martin, Monroe and Palm Beach, and in all areas East of the West Bank of the Inter-Coastal Waterway in the Counties of Indian River and St. Lucie — This form does not insure against loss caused in any manner by windstorm to paint or waterproofing material applied to the exterior of a building. The value of such paint or waterproofing material shall not be included in the determination of value when applying the Coinsurance Provision applicable to loss from windstorm.

The Travelers  
Commercial PoliciesSECTION II COVERAGE DECLARATIONS B  
(Applicable to Section II Special Provisions Endorsement B)Symbol 2198  
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1. Policy No: **650-584A016-3-COF-78** Issue Date: **10/18/78**
2. Effective Date - These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective \_\_\_\_\_ and replace any SECTION II COVERAGE DECLARATIONS B of a prior effective date.
3. Applicable Provisions - Only a provision for which an "X" is inserted applies.

☒ Provision Title and Entries

- (1) ☐ **ADDITIONAL INSURED (OWNERS OR CONTRACTORS)**  
Name of Person or Organization (Additional Insured):

Location of Covered Operations:

- (2) ☐ **ADDITIONAL INSURED (OWNERS OR LESSEES)**  
Name of Person or Organization (Additional Insured):

- (3) ☐ **BROAD FORM PROPERTY DAMAGE**  
☐ Includes "completed operations"  
Classification:

- (4) ☒ **EXCLUSION (COLLAPSE HAZARD) B-225A(4)**  
Class No. and Description: **16112XCU**  
**STREET OR ROAD CONSTRUCTION OR MAINTENANCE CLASS**

- (5) ☒ **EXCLUSION (EXPLOSION HAZARD) B-225A(5)**  
Class No. and Description: **16112CU**  
**STREET OR ROAD CONSTRUCTION OR MAINTENANCE CLASS**

- (6) ☐ **EXCLUSION (BLOWOUT AND CRATERING HAZARDS)**  
Description of Operations:

- (7) ☐ **EXCLUSION (SALINE SUBSTANCES CONTAMINATION)**  
Description of Operations:

- (8) ☒ **EXCLUSION (UNDERGROUND PROPERTY DAMAGE HAZARD) B-225A(8)**  
Class No. and Description: **16112XCU**  
**STREET OR ROAD CONSTRUCTION OR MAINTENANCE CLASS**

- (9) ☐ **EXCLUSION (UNDERGROUND RESOURCES AND EQUIPMENT)**  
Description of Operations:

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Commercial Policies**SECTION II COVERAGE DECLARATIONS A**  
(Applicable to the Comprehensive General Liability Form  
and the Contractual Liability Endorsement)Symbol 2800  
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1. Policy No: **650-59AA016-3-COF-78** Issue Date: **10/18/78**
2. Effective Date — These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective \_\_\_\_\_ and replace any SECTION II COVERAGE DECLARATIONS A of a prior effective date.
3. Coverage Afforded and Limits of Liability — Insurance is afforded for each of the following coverages for which limits of liability are inserted. The limits of The Travelers' liability for each such coverage shall be as stated herein.
4. Comprehensive General Liability —

Coverage	Limits of Liability	
	Single Limit	Separate Limits
A. Bodily Injury . . . . .	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate	\$ each occurrence \$ aggregate
B. Property Damage . . . . .	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate	\$ each occurrence \$ aggregate
E. Premises Medical Payments	\$ each person \$ each accident	
P. Personal Injury Liability	\$ 1,000,000 aggregate	

5. Hazards — Coverages A and B apply to the products and completed operations hazards.  
Exception: **SEE FORM 21128**

6. Contractual Liability —

Coverage	Limits of Liability	
	Single Limit	Separate Limits
Y. Bodily Injury . . . . .	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate	\$ each occurrence
Z. Property Damage . . . . .	\$ each occurrence \$ aggregate	\$ each occurrence \$ aggregate

7. Types of Contracts — The Contractual Liability Endorsement applies only with respect to those contracts for which an "X" is inserted.

☒ All Written Contracts

☐ Contracts Designated Below

8. The exclusions indicated in the Contractual Liability Endorsement apply unless otherwise stated hereafter: Exclusion(s) is (are) not applicable.
9. Special Provisions, if any:

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Commercial Policies

**SECTION II SPECIAL PROVISIONS ENDORSEMENT I-2**  
(Camps, Clubs, Non-Profit Membership  
Organizations, Scouts, USO's, YMCA's, YWCA's,  
YMHA's and Youth Recreation Programs)

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A. **Application** — Such insurance as is afforded by the COMPREHENSIVE GENERAL LIABILITY FORM or the SCHEDULE LIABILITY FORM is amended by a provision below shown as applicable in SECTION II COVERAGE DECLARATIONS I.

B. **Provisions**

**1. APPLICABLE TO ANY CAMP OPERATED BY THE NAMED INSURED**

a. In Part B. (Exclusions), as respects the Named Insured's watercraft, Exclusion 1. (d) of the COMPREHENSIVE GENERAL LIABILITY FORM, or Exclusion 2. (d) of the SCHEDULE LIABILITY FORM, is deleted and replaced by the following:

"(d) the use of the Named Insured's watercraft to carry any person other than a camper for a charge or while it is rented to any person or organization other than a camper;"

"Named Insured's watercraft" means: (1) watercraft owned or used by or rented to the Named Insured or rented to others by or through the Named Insured; or (2) any other watercraft powered in whole or in part by an out-board motor owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of the Named Insured's watercraft, provided the actual use thereof is by the Named Insured or with his permission.

b. As respects the Named Insured's saddle animals, the unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of such animals, provided the actual use thereof is by the Named Insured or with his permission; but this provision does not apply to saddle animals while rented to any person or organization other than a camper.

"Named Insured's saddle animals" means saddle animals owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

c. In Part B. (Exclusions), as respects Coverages A and B, the following is added:

"bodily injury or property damage due to the rendering of or failure to render:

- (1) medical, surgical, dental, X-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
- (2) any service or treatment conducive to health or of a professional nature; or
- (3) any cosmetic or tonsorial service or treatment;

or to the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or to the handling of or performing of autopsies on dead bodies."

d. Coverage E does not apply to bodily injury sustained by any camper.

e. The insurance does not apply under Item (c) of the Insuring Agreement, "Supplementary Payments", for bodily injury sustained by any camper.

**2. APPLICABLE IF THE NAMED INSURED IS A COUNTRY CLUB OR SPORTS CLUB, OR YMCA, YWCA OR YMHA**

a. The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any member of the Named Insured, but only with respect to his liability for activities of the Named Insured, or activities performed by such member on behalf of the Named Insured, except while practicing for or participating in any game or sport.

b. Coverage E does not apply to bodily injury sustained by any member of the Named Insured.

c. The insurance does not apply to bodily injury or property damage arising out of any contest or exhibition of an athletic or sports nature conducted away from premises owned by or rented to the Named Insured.

d. In Part B. (Exclusions), as respects Coverages A and B, the following is added:

"bodily injury or property damage due to the rendering of or failure to render any cosmetic, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical, or optometrical services or treatments."



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Commercial Policies

**SECTION II SPECIAL PROVISIONS ENDORSEMENT I-2**  
(Camps, Clubs, Non-Profit Membership Organizations,  
Scouts, USO's, YMCA's, YWCA's, YMHA's and Youth Recreation Programs)

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- e. In Part B. (Exclusions), as respects the Named Insured's watercraft, Exclusion 1. (d) of the COMPREHENSIVE GENERAL LIABILITY FORM, or Exclusion 2. (d) of the SCHEDULE LIABILITY FORM, is deleted and replaced by the following:

"(d) the use of the Named Insured's watercraft to carry any person other than a member or guest for a charge or while it is rented to any person or organization other than a member or guest;"

"Named Insured's watercraft" means: (1) watercraft owned or used by or rented to the Named Insured or rented to others by or through the Named Insured; or (2) any other watercraft powered in whole or in part by an out-board motor owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of the Named Insured's watercraft, provided the actual use thereof is by the Named Insured or with his permission.

- f. As respects the Named Insured's saddle animals, the unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of such animals, provided the actual use thereof is by the Named Insured or with his permission; but this provision does not apply to saddle animals while rented to any person or organization other than a member or guest.

"Named Insured's saddle animals" means saddle animals owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

- g. In Part E. (Definitions), in the definition of "Products hazard" the following words are deleted:

"away from premises owned by or rented to the Named Insured and".

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**3. APPLICABLE IF THE NAMED INSURED IS A CIVIC, FRATERNAL, LUNCHEON, SERVICE OR SOCIAL CLUB**

- a. The unqualified word "Insured" as it appears in Provision 1. of Part C. (Persons Insured) includes as an Insured any member of the Named Insured but only with respect to his liability for activities of the Named Insured or activities performed by such member on behalf of the Named Insured.

- b. The insurance does not apply to bodily injury or property damage arising out of:

- (1) activities conducted by the Named Insured to which the public is admitted if an admission fee is charged by the Named Insured;
- (2) the use of buildings or premises, other than offices, owned by or rented to the Named Insured, except premises hired or rented only for specified days for meeting purposes; or
- (3) the use of premises occupied by the Named Insured for purposes other than meetings of members and guests.

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**4. APPLICABLE TO NON-PROFIT MEMBERSHIP ORGANIZATIONS, OR TO OTHER BUSINESS, PROFESSIONAL, OR POLITICAL ORGANIZATIONS, OR LABOR UNIONS** – The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any member of the Named Insured, but only with respect to his liability for activities performed by such member on behalf of the Named Insured.

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**5. APPLICABLE TO A BOY OR GIRL SCOUT COUNCIL OR TROOP** – Coverage E does not apply to bodily injury sustained by any member or scout of the Named Insured.

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**6. APPLICABLE TO A UNITED SERVICE ORGANIZATION (USO)**

- a. The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any member of the Named Insured, but only with respect to his liability for activities of the Named Insured, or activities performed by such member on behalf of the Named Insured, except while practicing for or participating in any game or sport.

- b. The insurance does not apply to bodily injury or property damage arising out of any contest or exhibition of an athletic or sports nature conducted away from premises owned by or rented to the Named Insured.

- c. In Part B. (Exclusions), as respects Coverages A and B, the following is added:

"bodily injury or property damage due to the rendering of or failure to render any cosmetic, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical, or optometrical services or treatments."

The Travelers  
Commercial Policies

**SECTION II SPECIAL PROVISIONS ENDORSEMENT I-2**  
(Camps, Clubs, Non-Profit Membership Organizations,  
Scouts, USO's, YMCA's, YWCA's, YMHA's and Youth Recreation Programs)

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- d. Coverage E does not apply to bodily injury sustained by any member of the Named Insured;
- e. In Part B. (Exclusions), as respects the Named Insured's watercraft, Exclusion 1. (d) of the COMPREHENSIVE GENERAL LIABILITY FORM, or Exclusion 2. (d) of the SCHEDULE LIABILITY FORM, is deleted and replaced by the following:

"(d) the use of the Named Insured's watercraft to carry any person other than a member or guest for a charge or while it is rented to any person or organization other than a member or guest;"

"Named Insured's watercraft" means: (1) watercraft owned or used by or rented to the Named Insured or rented to others by or through the Named Insured; or (2) any other watercraft powered in whole or in part by an out-board motor owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of the Named Insured's watercraft, provided the actual use thereof is by the Named Insured or with his permission.

- f. As respects the Named Insured's saddle animals, the unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of such animals, provided the actual use thereof is by the Named Insured or with his permission; but this provision does not apply to saddle animals while rented to any person or organization other than a member or guest.

"Named Insured's saddle animals" means saddle animals owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

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7. **APPLICABLE TO ANY YOUTH RECREATION PROGRAM OPERATED BY THE NAMED INSURED** – Coverage E does not apply to bodily injury sustained by any participant.
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Commercial Policies

GENERAL PURPOSE ENDORSEMENT

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Policy No: **650-384A016-3-COF-78**

Issue Date: **10/18/78**

**STREETS, ROADS & HIGHWAYS  
(FORMING PART OF SECTION II)**

THE INSURANCE AFFORDED UNDER THE COMPREHENSIVE GENERAL LIABILITY FORM WITH RESPECT TO STREETS, ROADS AND HIGHWAYS, WITH OR WITHOUT SIDEWALKS, INCLUDING BRIDGES AND CULVERTS, BUT EXCLUDING TOLL ROADS, TOLL BRIDGES AND DRAWBRIDGES OWNED OR MAINTAINED BY THE NAMED INSURED, APPLIES TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE EXISTENCE OF ANY CONDITION IN SUCH EXPOSURE, INCLUDING, BUT NOT LIMITED TO, PARKING METERS, TRAFFIC LIGHTS AND SIGNS, STREET BENCHES AND DECORATIONS, PUBLIC REFUSE RECEPTACLES SAFETY ZONE STATIONIONS, LIGHT AND TELEPHONE POLES, TREES, WATER HYDRANTS AND ALARM BOXES.

THE INSURANCE DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF:

- 1) THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF AUTOMOBILES, MOBILE EQUIPMENT, OR OTHER VEHICLES BY OR ON BEHALF OF THE NAMED INSURED;
- 2) THE OPERATION OF ANY PUBLIC UTILITY BY OR ON BEHALF OF THE NAMED INSURED.

COMPREHENSIVE GENERAL LIABILITY FORM  
(Forming part of Section II)

## A. INSURING AGREEMENTS

1. **Comprehensive General Liability — Coverage A (Bodily Injury) and Coverage B (Property Damage)** — The Travelers will pay on behalf of the *Insured* all sums which the *Insured* shall become legally obligated to pay as damages because of: (a) *bodily injury*; or (b) *property damage*; to which this insurance applies, caused by an *occurrence*.

The Travelers shall have the right and duty to defend any suit against the *Insured* seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but The Travelers shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of The Travelers' liability has been exhausted by payment of judgments or settlements.

2. **Premises Medical Payments — Coverage E** — The Travelers will pay to or for each person who sustains *bodily injury* caused by accident all reasonable *medical expense* incurred within one year from the date of the accident on account of such *bodily injury*, provided such *bodily injury* arises out of: (a) a condition in the *insured premises*; or (b) operations with respect to which the *Named Insured* is afforded coverage for *bodily injury* liability under this form.

3. **Personal Injury Liability — Coverage F** — The Travelers will pay on behalf of the *Insured* all sums which the *Insured* shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the *Named Insured's* business:

Group A — false arrest, detention or imprisonment, or malicious prosecution;

Group B — the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the *Named Insured*;

Group C — wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period.

The Travelers shall have the right and duty to defend any suit against the *Insured* seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but The Travelers shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of The Travelers' liability has been exhausted by payment of judgments or settlements.

4. **Supplementary Payments — All Coverages except Coverage E** — The Travelers will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by The Travelers, all costs taxed against the *Insured* in any suit defended by The Travelers and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before The Travelers has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of The Travelers' liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this insurance, and the cost of bail bonds required of the *Insured* because of accident or traffic law violation arising out of the use of any vehicle to which this insurance applies, not to exceed \$250 per bail bond, but The Travelers shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the *Insured* for first aid to others at the time of an accident, for *bodily injury* to which this insurance applies; and

(d) reasonable expenses incurred by the *Insured* at The Travelers' request in assisting The Travelers in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

## B. EXCLUSIONS

1. Coverages A and B do not apply to:

(a) liability assumed by the *Insured* under any contract or agreement except an *incidental contract*; but this exclusion does not apply to a warranty of fitness or quality of the *Named Insured's* products or a warranty that work performed by or on behalf of the *Named Insured* will be done in a workmanlike manner;

(b) *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of: (1) any *automobile* or aircraft owned or operated by or rented or loaned to any *Insured*; or (2) any other *automobile* or aircraft operated by any person in the course of his employment by any *Insured*; but this exclusion does not apply to the parking of an *automobile* on premises owned by, rented to or controlled by the *Named Insured* or the ways immediately adjoining, if such *automobile* is not owned by or rented or loaned to any *Insured*;

(c) *bodily injury* or *property damage* arising out of and in the course of the transportation of *mobile equipment* by an *automobile* owned or operated by or rented or loaned to any *Insured*;

(d) *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of: (1) any watercraft owned or operated by or rented or loaned to any *Insured*; or (2) any other watercraft operated by any person in the course of his employment by any *Insured*; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the *Named Insured*;

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- (e) *bodily injury or property damage* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to: (1) liability assumed by the *Insured* under an *incidental contract*; or (2) expenses for first aid under Insuring Agreement A. 4 (Supplementary Payments);
  - (f) *bodily injury or property damage* for which the *Insured* or his indemnitee may be held liable: (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or (2) if not so engaged, as an owner or lessor of premises used for such purposes; if such liability is imposed: (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the *Insured* or his indemnitee as an owner or lessor described in (2) above;
  - (g) any obligation for which the *Insured* or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
  - (h) *bodily injury* to any employee of the *Insured* arising out of and in the course of his employment by the *Insured* or to any obligation of the *Insured* to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the *Insured* under an *incidental contract*;
  - (i) *property damage* to:
    - (1) property owned or occupied by or rented to the *Insured*;
    - (2) property used by the *Insured*; or
    - (3) property in the care, custody or control of the *Insured* or as to which the *Insured* is for any purpose exercising physical control;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to *property damage* (other than to *elevators*) arising out of the use of an *elevator* at premises owned by, rented to or controlled by the *Named Insured*;
  - (j) *property damage* to premises alienated by the *Named Insured* arising out of such premises or any part thereof;
  - (k) loss of use of tangible property which has not been physically injured or destroyed resulting from: (1) a delay in or lack of performance by or on behalf of the *Named Insured* of any contract or agreement; or (2) the failure of the *Named Insured's products* or work performed by or on behalf of the *Named Insured* to meet the level of performance, quality, fitness or durability warranted or represented by the *Named Insured*; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the *Named Insured's products* or work performed by or on behalf of the *Named Insured* after such products or work have been put to use by any person or organization other than an *Insured*;
  - (l) *property damage* to the *Named Insured's products* arising out of such products or any part of such products;
  - (m) *property damage* to work performed by or on behalf of the *Named Insured* arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
  - (n) damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the *Named Insured's products* or work completed by or for the *Named Insured* or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
  - (o) *bodily injury or property damage* arising out of: (1) the ownership, maintenance, operation, use, loading or unloading of any *mobile equipment* while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or (2) the operation or use of any snowmobile or *trailer* designed for use therewith;
  - (p) *bodily injury or property damage* arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant: (1) if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any *Insured* or any person or organization for whose acts or omissions any *Insured* is liable; or (2) resulting from or contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto; but this exclusion does not apply to *property damage* arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;
  - (q) *property damage* arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water, but this exclusion does not apply to *property damage* resulting from fire or explosion arising out of any emission, discharge, seepage, release or escape which neither: (1) is expected or intended from the standpoint of any *Insured* or any person or organization for whose acts or omissions any *Insured* is liable; nor (2) results from or is contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto.
2. Coverage E does not apply to:
- (a) *bodily injury*
    - (1) arising out of the ownership, maintenance, operation, use, loading or unloading of: (i) any *automobile* or aircraft owned or operated by or rented or loaned to any *Insured*; or (ii) any other *automobile* or aircraft operated by any person in the course of his employment by any *Insured*; but this exclusion does not apply to the parking of an *automobile* on the *insured premises*, if such *automobile* is not owned by or rented or loaned to any *Insured*;
    - (2) arising out of: (i) the ownership, maintenance, operation, use, loading or unloading of any *mobile equipment* while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or (ii) the operation or use of any snowmobile or *trailer* designed for use therewith;

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(3) arising out of the ownership, maintenance, operation, use, loading or unloading of: (i) any watercraft owned or operated by or rented or loaned to any *Insured*; or (ii) any other watercraft operated by any person in the course of his employment by any *Insured*; but this exclusion does not apply to watercraft while ashore on the *insured premises*;

(4) arising out of and in the course of the transportation of *mobile equipment* by an *automobile* owned or operated by or rented or loaned to any *Insured*.

**(b) bodily injury**

(1) included within the *completed operations hazard* or the *products hazard*;

(2) arising out of operations performed for the *Named Insured* by independent contractors other than: (i) maintenance and repair of the *insured premises*; or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage: (i) in violation of any statute, ordinance or regulation; (ii) to a minor; (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the *Named Insured* is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the *Named Insured* is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

**(c) bodily injury to**

(1) the *Named Insured*, any partner therein, any tenant or other person regularly residing on the *insured premises* or any employee of any of the foregoing if the *bodily injury* arises out of and in the course of his employment therewith;

(2) any other tenant if the *bodily injury* occurs on that part of the *insured premises* rented from the *Named Insured* or to any employee of such a tenant if the *bodily injury* occurs on the tenant's part of the *insured premises* and arises out of and in the course of his employment for the tenant;

(3) any person while engaged in maintenance and repair of the *insured premises* or alteration, demolition or new construction at such premises;

(4) any person if any benefits for such *bodily injury* are payable or required to be provided under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest.

(d) any *medical expense* for services by the *Named Insured*, any employee thereof or any person or organization under contract to the *Named Insured* to provide such services.

**3. Coverage P does not apply to:**

(a) liability assumed by the *Insured* under any contract or agreement;

(b) personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any *Insured*;

(c) personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the *Named Insured*;

(d) personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the *Named Insured* was made prior to the effective date of this insurance;

(e) personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any *Insured* with knowledge of the falsity thereof.

**C. PERSONS INSURED**

**1. Coverages A and B — Each of the following is an *Insured* to the extent set forth below:**

(a) if the *Named Insured* is designated in the GENERAL DECLARATIONS as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the *Named Insured* with respect to the conduct of such a business;

(b) if the *Named Insured* is designated in the GENERAL DECLARATIONS as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the *Named Insured* is designated in the GENERAL DECLARATIONS as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the *Named Insured*) or organization while acting as real estate manager for the *Named Insured*;

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of *mobile equipment* registered under any motor vehicle registration law,

(i) an employee of the *Named Insured* while operating any such equipment in the course of his employment, and

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- (ii) any other person while operating with the permission of the *Named Insured* any such equipment registered in the name of the *Named Insured* and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an *Insured* under this paragraph (e) with respect to: (1) *bodily injury* to any fellow employee of such person injured in the course of his employment; or (2) *property damage* to property owned by, rented to, in charge of or occupied by the *Named Insured* or the employer of any person described in subparagraph (iii).

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership or joint venture of which the *Insured* is a partner or member and which is not designated in the GENERAL DECLARATIONS as a *Named Insured*.

2. Coverage P — Each of the following is an *Insured* to the extent set forth below:

- (a) if the *Named Insured* is designated in the GENERAL DECLARATIONS as an individual, the person so designated and his spouse;
- (b) if the *Named Insured* is designated in the GENERAL DECLARATIONS as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the *Named Insured* is designated in the GENERAL DECLARATIONS as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the *Insured* is a partner or member and which is not designated in the GENERAL DECLARATIONS as a *Named Insured*.

## D. LIMITS OF LIABILITY

1. Coverages A and B — For the purpose of determining the limit of The Travelers' liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Regardless of the number of (a) *Insureds* under this form, (b) persons or organizations who sustain *bodily injury* or *property damage*, or (c) claims made or suits brought on account of *bodily injury* or *property damage*, The Travelers' liability is limited as described below.

- a. Single Limit of Liability — If a single limit of liability is stated in SECTION II COVERAGE DECLARATIONS A for Coverages A and B, the limit stated in such declarations as applicable to "each occurrence" is the total limit of The Travelers' liability for all damages including damages for care and loss of services arising out of *bodily injury* and *property damage* sustained by one or more persons or organizations as the result of any one occurrence.

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of *bodily injury* or *property damage* described in any of the subparagraphs below shall not exceed the limit of liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate":

- (1) all *bodily injury* included within the *completed operations hazard* and all *bodily injury* included within the *products hazard*;
- (2) all *property damage* included within the *completed operations hazard* and all *property damage* included within the *products hazard*;
- (3) all *property damage* arising out of premises or operations rated on a payroll or remuneration basis or contractor's equipment rated on a receipts basis, including *property damage* for which liability is assumed under any *incidental contract* relating to such premises or operations, but excluding *property damage* included in subparagraph (4) below;
- (4) all *property damage* arising out of and occurring in the course of operations performed for the *Named Insured* by independent contractors and general supervision thereof by the *Named Insured*, including any such *property damage* for which liability is assumed under any *incidental contract* relating to such operations, but this subparagraph (4) does not include *property damage* arising out of maintenance or repairs at premises owned by or rented to the *Named Insured* or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Such aggregate limit shall apply separately to the *bodily injury* described in subparagraph (1) above, and to the *property damage* described in subparagraphs (2), (3) and (4) above; and under subparagraphs (3) and (4) separately with respect to each project away from premises owned by or rented to the *Named Insured*.

- b. Separate Limits of Liability — If separate limits of liability are stated in SECTION II COVERAGE DECLARATIONS A for Coverages A and B, the following applies:

- (1) Coverage A — The total liability of The Travelers for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one or more persons as the result of any one occurrence shall not exceed the limit of *bodily injury* liability stated in SECTION II COVERAGE DECLARATIONS A as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of (a) all *bodily injury* included within the *completed operations hazard* and (b) all *bodily injury* included within the *products hazard* shall not exceed the limit of *bodily injury* liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate".

- (2) Coverage B — The total liability of The Travelers for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of *property damage* liability stated in SECTION II COVERAGE DECLARATIONS A as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of all *property damage* to which this coverage applies and described in any of the subparagraphs below shall not exceed the limit for *property damage* liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate":

- (a) all *property damage* arising out of premises or operations rated on a payroll or remuneration basis or contractor's equipment rated



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on a receipts basis, including *property damage* for which liability is assumed under any *incidental contract* relating to such premises or operations, but excluding *property damage* included in subparagraph (b) below:

- (b) all *property damage* arising out of and occurring in the course of operations performed for the *Named Insured* by independent contractors and general supervision thereof by the *Named Insured*, including any such *property damage* for which liability is assumed under any *incidental contract* relating to such operations, but this subparagraph (b) does not include *property damage* arising out of maintenance or repairs at premises owned by or rented to the *Named Insured* or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

- (c) all *property damage* included within the *products hazard* and all *property damage* included within the *completed operations hazard*.

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (a), (b) and (c), above, and under subparagraphs (a) and (b), separately with respect to each project away from premises owned by or rented to the *Named Insured*.

2. **Coverage E** — The limit of liability for Coverage E stated in SECTION II COVERAGE DECLARATIONS A as applicable to "each person" is the limit of The Travelers' liability for all *medical expense* for *bodily injury* to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of The Travelers under Coverage E for all *medical expense* for *bodily injury* to two or more persons as the result of any one accident shall not exceed the limit of liability stated in such declarations as applicable to "each accident".

When more than one medical payments coverage afforded by the policy applies to the loss, The Travelers shall not be liable for more than the amount of the highest applicable limit of liability.

3. **Coverage P** — Regardless of the number of (a) *Insureds* under this form, (b) persons or organizations who sustain personal injury, or (c) claims made or suits brought on account of personal injury, the total limit of The Travelers' liability under this coverage for all *damages* shall not exceed the limit of personal injury liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate".

## E. DEFINITIONS

- "Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include *mobile equipment*.
- "Bodily injury" means *bodily injury*, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.
- "Completed operations hazard" includes *bodily injury* and *property damage* arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the *Named Insured*. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the *Named Insured* under the contract have been completed;
- when all operations to be performed by or on behalf of the *Named Insured* at the site of the operations have been completed; or
- when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The *completed operations hazard* does not include *bodily injury* or *property damage* arising out of:

- operations in connection with the transportation of property, unless the *bodily injury* or *property damage* arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- the existence of tools, uninstalled equipment or abandoned or unused materials; or
- operations for which the classification stated in the policy or in the manuals in use by The Travelers specifies "including completed operations".

- "Damages" as used under Coverage P means only those *damages* which are payable because of personal injury arising out of an offense to which this insurance applies.
- "Elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an *automobile* servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.
- "Escalator" means a moving inclined continuous stairway or runway for raising or lowering passengers.
- "Incidental contract" means any written: (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (d) sidetrack agreement, or (e) elevator maintenance agreement.
- "Insured" means any person or organization qualifying as an *Insured* in the "Persons Insured" provision. The insurance afforded applies separately to each *Insured* against whom claim is made or suit is brought, except with respect to the limits of The Travelers' liability.
- "Insured premises" as used under Coverage E means all premises owned by or rented to the *Named Insured* with respect to which the *Named Insured* is afforded coverage for *bodily injury* liability under Coverage A, and includes the ways immediately adjoining on land.

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10. "Medical expense" as used under Coverage E means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.
11. "Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned or rented to the *Named Insured*, including the ways immediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.
12. "Named Insured" means the person or organization named in Item 2. of the GENERAL DECLARATIONS.
13. "Named Insured's products" means goods or products manufactured, sold, handled or distributed by the *Named Insured* or by others trading under his name, including any container thereof (other than a vehicle), but "*Named Insured's products*" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.
14. "Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in *bodily injury* or *property damage* neither expected nor intended from the standpoint of the *Insured*.
15. "Products hazard" includes *bodily injury* and *property damage* arising out of the *Named Insured's products* or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs away from premises owned by or rented to the *Named Insured* and after physical possession of such products has been relinquished to others. ■
16. "Property damage" means: (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom; or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an *occurrence* during the policy period.
17. "Trailer" includes semi-trailer but does not include *mobile equipment*.

## F. ADDITIONAL CONDITION

This form is subject to:

1. any declarations or endorsements indicated as applicable to it;
2. the GENERAL PROVISIONS FORM.

## G. SPECIAL STATE PROVISIONS

1. Massachusetts — Mobile Equipment — The following additional provisions apply to *bodily injury* under Coverage A and *property damage* under Coverage B arising out of the ownership, maintenance, use, loading or unloading of any *mobile equipment* with respect to which insurance is required of the *Named Insured* under the Massachusetts Compulsory Liability Act. (Chapter 346, Acts of 1925):
  - a. Except to the extent provided in paragraph b. below, the insurance afforded by Section II of the policy does not apply either on a primary or excess basis to *bodily injury* or *property damage* with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the *Named Insured*.
  - b. If the only liability insurance applicable with respect to such *bodily injury* under such a Motor Vehicle Policy is under the compulsory coverage, Coverage A (*Bodily Injury*) of Section II of the policy shall apply in excess of such insurance, but only with respect to *bodily injury* arising out of the operation or use of the *mobile equipment* other than solely for the purposes of transportation or locomotion.
2. Michigan — Limitation of Coverage for Pollution — Under Part B., (Exclusions), in Provision 1., paragraph (2) under each of the exclusions (p) and (q) is amended by the substitution of the word "federal" for the word "governmental".
3. Oklahoma, Texas, West Virginia — Limitation of Coverage for Pollution — Under Part B., (Exclusions), in Provision 1., exclusions (p) and (q) are hereby deleted and replaced by the following:
 

"(p) *bodily injury* or *property damage* arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental."
4. New Hampshire, Vermont — Snowmobiles — Under Part B. (Exclusions), Exclusions 1. (o) (2) and 2. (a) (2) (ii) apply only if the *bodily injury* or *property damage* occurs away from premises owned by, rented to or controlled by the *Named Insured*.



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**A. Insuring Agreements**

1. **Contractual Liability — Coverage Y (Bodily Injury) and Coverage Z (Property Damage) —** Subject to SECTION II COVERAGE DECLARATIONS A The Travelers will pay on behalf of the Insured all sums which the Insured, by reason of contractual liability assumed by him under any written contract designated in such declarations, shall become legally obligated to pay as damages because of:

(a) bodily injury; or

(b) property damage;

to which this insurance applies, caused by an occurrence.

The Travelers shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but The Travelers shall not be obligated to pay any claim or judgment or to defend:

(c) any arbitration proceeding wherein The Travelers is not entitled to exercise the Insured's rights in the choice of arbitrators and in the conduct of such proceedings, or

(d) any suit after the applicable limit of The Travelers' liability has been exhausted by payment of judgments or settlements.

2. **Supplementary Payments —** This insurance is subject to Insuring Agreement A.4. of the COMPREHENSIVE GENERAL LIABILITY FORM or Insuring Agreement A. 4. of the GARAGE LIABILITY FORM, whichever is made a part of the policy.

**B. Exclusions — This insurance does not apply:**

(1) to liability assumed by the Insured under any incidental contract;

(2) (a) if the Insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such Insured, including

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(ii) supervisory, inspection or engineering services;

(b) if the indemnitee of the Insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(3) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

(4) to bodily injury or property damage for which the indemnitee may be held liable

(a) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

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**CONTRACTUAL LIABILITY ENDORSEMENT**  
(Forming part of Section II)

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- (b) if not so engaged, as an owner or lessor premises used for such purposes, if such liability is imposed
- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or
  - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
- but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (b) above;
- (5) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (6) to property damage to
- (a) property owned or occupied by or rented to the Insured,
  - (b) property used by the Insured, or
  - (c) property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control;
- (7) to any obligation for which the Insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (8) to property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;
- (9) to loss of use of tangible property which has not been physically injured or destroyed resulting from
- (a) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or
  - (b) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;
- but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;
- (10) to property damage to the Named Insured's products arising out of such products or any part of such products;
- (11) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (12) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (13) to bodily injury or property damage arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant
- (a) if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any Insured or any person or organization for whose acts or omissions any Insured is liable, or
  - (b) resulting from or contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto;

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but this exclusion does not apply to property damage arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;

- (14) to property damage arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water, but this exclusion does not apply to property damage resulting from fire or explosion arising out of any emission, discharge, seepage, release or escape which neither
  - (a) is expected or intended from the standpoint of any Insured or any person or organization for whose acts or omissions any Insured is liable; nor
  - (b) results from or is contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto; or
- (15) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

Unless stated in SECTION II COVERAGE DECLARATIONS A as not applicable, the following exclusions also apply to contractual liability assumed by the Insured under any agreement relating to construction operations:

- (16) to bodily injury or property damage arising out of construction, maintenance or repair of watercraft or loading or unloading thereof;
- (17) to bodily injury or property damage arising out of operations, within 50 feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

**C. Persons Insured** — Each of the following is an Insured under this insurance to the extent set forth below:

- (1) if the Named Insured is designated in the GENERAL DECLARATIONS as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;
- (2) if the Named Insured is designated in the GENERAL DECLARATIONS as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (3) if the Named Insured is designated in the GENERAL DECLARATIONS as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the GENERAL DECLARATIONS as a Named Insured.

**D. Limits of Liability**

- 1. **Coverages Y and Z** — For the purpose of determining the limit of The Travelers' liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Regardless of the number of (1) Insureds under this form, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, The Travelers' liability is limited as described below.

- a. **Single Limit of Liability** — If a single limit of liability is stated in SECTION II COVERAGE DECLARATIONS A for Coverages Y and Z, the limit stated in such declarations as applicable to "each occurrence" is the total limit of The Travelers' liability for all damages arising out of bodily injury and property damage as the result of any one occurrence.

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**CONTRACTUAL LIABILITY ENDORSEMENT**  
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Subject to the preceding provision as respects each occurrence, the total liability of The Travelers for all damages because of all property damage to which this insurance applies shall not exceed the limit of property damage liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the Named Insured.

b. **Separate Limits of Liability** – If separate limits of liability are stated in SECTION II COVERAGE DECLARATIONS A for Coverages Y and Z, the following applies:

- (1) **Coverage Y** – The total liability of The Travelers for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in SECTION II COVERAGE DECLARATIONS A as applicable to "each occurrence".
- (2) **Coverage Z** – The total liability of The Travelers for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in SECTION II COVERAGE DECLARATIONS A as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of all property damage to which this insurance applies shall not exceed the limit of property damage liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the Named Insured.

E. **Additional Definitions**

1. "Contractual liability" means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workman-like manner.
2. "Suit" includes an arbitration proceeding to which the Insured is required to submit or to which the Insured has submitted with The Travelers' consent.

F. **Additional Conditions**

1. **Arbitration** – The Travelers shall be entitled to exercise all of the Insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.
2. **Premium** (Applicable when this endorsement is to apply to all written contracts.) – The provisional premium stated in SECTION II PREMIUM DECLARATIONS A is the estimated premium on account of such written contracts as are on file with or known to The Travelers. The Named Insured shall notify The Travelers of all other written contracts entered into during the policy period to which this insurance applies.
3. **This endorsement is subject to:**
  - (a) any declarations or endorsements indicated as applicable to it;
  - (b) Part E. (Definitions) of the COMPREHENSIVE GENERAL LIABILITY FORM or Part F. (Definitions) of the GARAGE LIABILITY FORM whichever is made a part of the policy; and
  - (c) the GENERAL PROVISIONS FORM.

G. **Special Provision** (Applicable only when this endorsement affords coverage on a "designated contracts" basis) – American Institute of Architects Contract Documents – With respect to the architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of the contract to which this endorsement applies, the following is substituted for exclusion (2) under Part B. (Exclusions):

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**CONTRACTUAL LIABILITY ENDORSEMENT**  
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"to the liability of the architect, his agents or employees arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instructions by the architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage."

**H. Special State Provisions**

1. **Michigan — Limitation of Coverage for Pollution** — Under Part B., (Exclusions), paragraph (b) under each of the exclusions (13) and (14) is amended by the substitution of the word "federal" for the word "governmental".
2. **Oklahoma, Texas, West Virginia — Limitation of Coverage for Pollution** — Under Part B., (Exclusions), exclusions (13) and (14) are hereby deleted and replaced by the following:

"to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental."

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**EXCLUSION**  
**(COMPLETED OPERATIONS HAZARD and**  
**NAMED INSURED'S PRODUCTS)**

Symbol 21128

(Forming part of Section II)

The insurance afforded under the COMPREHENSIVE GENERAL LIABILITY FORM and the CONTRACTUAL LIABILITY ENDORSEMENT, if made a part of the policy, or under the SPECIAL GENERAL LIABILITY FORM is amended to include the following additional "EXCLUSION":

Such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard, or to bodily injury or property damage arising out of the Named Insured's Products or reliance upon a representation or warranty made at any time with respect thereto.

The Travelers  
Commercial Policies**SECTION II PREMIUM DECLARATIONS A**  
(Adjustable Premiums - General Liability Form  
and Contractual Liability Endorsement)

1. Policy No: **650-584A016-3-COF-78** Issue Date: **10/18/78**
2. Effective Date - These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective \_\_\_\_\_ and replace any SECTION II PREMIUM DECLARATIONS A of a prior effective date.
3. Provisional and Adjustable Premiums - The provisional premiums stated below are included in the total provisional premium for the policy as shown in the GENERAL DECLARATIONS, and are subject to adjustment as described in General Condition A.9. of the GENERAL PROVISIONS FORM.

Comprehensive General Liability		Contractual Liability	
Symbol	Premium Bases - Each	Symbol	Premium Bases - Each
A	100 admissions	H	\$100 of cost
B	\$100 of cost	I	\$100 of cost
C	\$100 of payroll or remuneration	J (1)	
D	\$100 of receipts	J (2)	
E	\$1,000 of receipts		
F	\$1,000 of sales		
G (1)	<b>PER MILE</b>		
G (2)	<b>PER LOCATION</b>		
G (3)	<b>PER PERMIT</b>		
G (4)			

Premises at Building No.	Class No.	Class Description	Premium Bases Symbol	Amount	*Rates	*Provisional Prem.
LOC #1 BLDG #1	93111	GOVERNMENT EMPLOYERS-MUNICIPAL, TOWNSHIP COUNTY OR STATE	C	11000	BI 2.5525 <sup>3</sup> PD .4783	BI 281 PD 52
	16112XCU	STREET OR ROAD CONST. ON MAINT. STATE COUNTY CITY OR OTHER GOV'T UNIT	C	63595	BI 7.3983 PD 1.3309	BI 4705 PD 848
	93141	POLICEMEN	C	24,266	BI 2.5525 PD .0951	BI 619 PD 23
	93151	STREETS ROADS OR HIGHWAYS	G(1)	10	BI 54.9900 PD 44.850	BI 550 PD 449
	93111	VOTING PLACES-INCLUDING VOTING MACHINES	G(2)	2	BI 15.3972 PD 5.6063	BI 31 PD 11

Minimum Premium \$ Class Code

\*When separate limits apply to bodily injury and property damage, the rates and premiums are shown separately for "B.I." (bodily injury) and "P.D." (property damage). The "B.I." rates and premiums include rates and premiums for premises medical payments coverage.

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The Travelers  
Commercial Policies**SECTION II PREMIUM DECLARATIONS A**  
(Adjustable Premiums - General Liability Form  
and Contractual Liability Endorsement)Symbol 2000  
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1. Policy No: **650-584A016-3-COF-78** Issue Date: **10/18/78**
2. Effective Date - These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective \_\_\_\_\_ and replace any SECTION II PREMIUM DECLARATIONS A of a prior effective date.
3. Provisional and Adjustable Premiums - The provisional premiums stated below are included in the total provisional premium for the policy as shown in the GENERAL DECLARATIONS, and are subject to adjustment as described in General Condition A.5. of the GENERAL PROVISIONS FORM.

Comprehensive General Liability		Contractual Liability	
Symbol	Premium Bases - Each	Symbol	Premium Bases - Each
A	100 admissions	H	\$100 of cost
B	\$100 of cost	I	\$100 of cost
C	\$100 of payroll or remuneration	J (1)	
D	\$100 of receipts	J (2)	
E	\$1,000 of receipts		
F	\$1,000 of sales		
G (1)	PER MILE		
G (2)	PER LOCATION		
G (3)	PER PERMIT		
G (4)			

Premises at Building No.	Class No.	Class Description	Premium Bases		*Annual	
			Symbol	Amount	*Rates	*Provisional Prem.
LOC #1 BLDG #1	49521	SEWERS-STORM OR SANITARY	G (1)	1	BI 29.5113 <sup>3</sup> PD 6.5033	BI 30 PD 7
ROE PARK	79417S	SWIMMING POOLS- EXCLUDING AMUSEMENT DEVICES FOR WHICH ADMISSION IS CHARGED	D	4000	BI 26.3445 PD .0897	BI 1054 PD 4
LONG POND	79487	BATHING BEACHES-ADMISSION CHARGED	D	1098	BI 25.6620 PD .0897	BI 282 PD 1
LOC #1 BLDG #1	93163	PERMITS-CONST. OPERATIONS MUNICIPALITIES	G (3)	47	BI .1800 BI .1584	BI 17 MIN PD 24 MIN
LOC #1 BLDG #1	16293	CONTRACTUAL LIABILITY- LIMITED FORM	H	IF ANY	BI .0415 PD .0380	BI 48 MIN PD 48 MIN

Minimum Premium \$ Class Code

\*When separate limits apply to bodily injury and property damage, the rates and premiums are shown separately for "B.I." (bodily injury) and "P.D." (property damage). The "B.I." rates and premiums include rates and premiums for premises medical payments coverage.

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The Travelers  
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**SECTION II PREMIUM DECLARATIONS A**  
**(Adjustable Premiums – General Liability Form**  
**and Contractual Liability Endorsement)**

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Description of Premium Bases – These descriptions apply to each annual period of the policy.

**a. Comprehensive General Liability**

**Symbol**

- A "Admissions" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes.
- B "Cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured by independent contractors of all work let or sublet in connection with each specific project, including the cost of all labor, material and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.
- C "Payroll" or "remuneration" means the entire remuneration earned by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by The Travelers.
- D & E "Receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others as are rated on a receipts basis, other than receipts for telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division.
- F "Sales" means the gross amount of money charged by the Named Insured, by concessionaires of the Named Insured, or by others trading under his name for all goods and products sold or distributed and charged for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured, concessionaires of the Named Insured trading under his name and others collect as a separate item and remit directly to a governmental division.

The sales of tenants shall not be included. Any concessionaire who operates under his own trade name and whose premises are physically separated from the lessor's premises shall be considered a tenant.

**b. Contractual Liability**

**Symbol**

- H "Cost" means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due.
- I "Cost" means the total cost of all work in connection with all contracts of the type designated in the declarations for this insurance with respect to which "cost" is the basis of premium, regardless of whether any liability is assumed under such contracts by the Insured. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the Insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which Exclusions B. (16) or B. (17) of the Contractual Liability Endorsement apply, unless such exclusions are voided in the declarations for such endorsement.

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Commercial Policies**SECTION II COVERAGE DECLARATIONS I**  
(For any Endorsement Shown as Applicable Below)Symbol 2100  
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1. Policy No: **650-584016-3-COF-78** Issue Date: **10/15/78**
2. Effective Date -- These declarations are effective on the policy's effective date in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective \_\_\_\_\_ and replace any SECTION II COVERAGE DECLARATIONS I of a prior effective date.
3. Applicable Endorsements -- Only an endorsement for which an "X" is inserted applies.

"X"

Endorsement Title and Entries

- (1) ☒ **SECTION II SPECIAL PROVISIONS ENDORSEMENT I - 1 (Charitable Institutions, Colleges, Schools and Other Educational Institutions, Governments, Hospitals and Religious Institutions)**
- (a) In Provision 4, applicable to governmental risks and sub-divisions thereof only, paragraph a. (exclusion of liability for riot, civil commotion or mob action) applies unless an "X" is inserted hereafter: ☒ Not applicable **(-223A(1))**
- (b) All paragraphs of Provision 4, other than paragraph a. and Provisions 1, 2, 3, 5, and 6, apply. Exception, if any:

- (2) ☐ **SECTION II SPECIAL PROVISIONS ENDORSEMENT I - 2 (Camps, Clubs, Non-Profit Membership Organizations, Scouts, USO's, YMCA's, YWCA's, YNHA's and Youth Recreation Programs)**
- All provisions apply. Exceptions, if any:

- (3) ☐ **RIOT LIABILITY INSURANCE ENDORSEMENT**

## Limits of Liability

Coverage A . . . . .	{	\$	each occurrence;	\$	aggregate
Coverage B . . . . .	{				

The Travelers  
Commercial Policies**SECTION II COVERAGE DECLARATIONS C**  
(Applicable to Section II Special Provisions Endorsement C.)Symbol 220  
Page 1 of 1

1. Policy No: **650-584A016-3-COF-78** Issue Date: **10/18/78**
2. Effective Date — These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective \_\_\_\_\_ and replace any SECTION II COVERAGE DECLARATIONS C of a prior effective date.
3. Applicable Provisions — Only a provision for which an "X" is inserted applies.

"X"

## Provision Title and Entries

- (1) **ADDITIONAL INSURED (CONCESSIONAIRES TRADING UNDER NAMED INSURED'S NAME—PRODUCTS)**  
Designation of Person or Organization: \_\_\_\_\_
- (2) **ADDITIONAL INSURED (CO-OWNER OF INSURED PREMISES)**  
Designation of Person or Organization: \_\_\_\_\_  
Designation of Premises: \_\_\_\_\_
- (3) **ADDITIONAL INSURED (CONTROLLING INTEREST)**  
Designation of Person or Organization: \_\_\_\_\_
- (4) ☒ **ADDITIONAL INSURED (EMPLOYEES) C-226A(4)**
- (5) **ADDITIONAL INSURED (ENGINEERS, ARCHITECTS OR SURVEYORS)**
- (6) **ADDITIONAL INSURED (GRANTOR OF FRANCHISE)**  
Designation of Person or Organization: \_\_\_\_\_
- (7) **ADDITIONAL INSURED (GOLFMOBILES)**
- (8) **ADDITIONAL INSURED (MORTGAGEE, ASSIGNEE OR RECEIVER)**  
Designation of Person or Organization: \_\_\_\_\_  
Designation of Premises: \_\_\_\_\_
- (9) **ADDITIONAL INSURED (OIL OR GAS OPERATIONS—WORKING INTERESTS, NON-OPERATING)**
- (10) ☒ **ADDITIONAL INSURED (PREMISES LEASED TO THE NAMED INSURED)**  
Designation of Person or Organization: **SEE END 80008** **C-225A(10)**  
Designation of Premises (Part Leased to Named Insured): \_\_\_\_\_
- (11) **ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS — PERMITS)**  
Designation of State or Political Subdivision: \_\_\_\_\_  
Limits of Property: \_\_\_\_\_  
Damage Liability: \$ \_\_\_\_\_ Single Limit each occurrence \$ \_\_\_\_\_ Separate Limits each occurrence aggregate \$ \_\_\_\_\_
- (12) **ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS—PERMITS RELATING TO PREMISES)**  
Designation of State or Political Subdivision: \_\_\_\_\_  
Limits of Property: \_\_\_\_\_  
Damage Liability: \$ \_\_\_\_\_ Single Limit each occurrence \$ \_\_\_\_\_ Separate Limits each occurrence aggregate \$ \_\_\_\_\_
- (13) **ADDITIONAL INSURED (TEAMS, DRAFT OR SADDLE ANIMALS)**

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## SECTION II SPECIAL PROVISIONS ENDORSEMENT C

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### A. APPLICATION

Such insurance as is afforded by the COMPREHENSIVE GENERAL LIABILITY FORM is amended by a provision below shown as applicable in the SECTION II COVERAGE DECLARATIONS C.

### B. PROVISIONS

- 
- (1) **ADDITIONAL INSURED (CONCESSIONAIRES TRADING UNDER NAMED INSURED'S NAME – PRODUCTS)** – With respect to *bodily injury* or *property damage* included within the *completed operations hazard* or the *products hazard*, Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations.
- 
- (2) **ADDITIONAL INSURED (CO-OWNER OF INSURED PREMISES)** – Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations but only with respect to his liability as co-owner of the premises designated in the declarations.
- 
- (3) **ADDITIONAL INSURED (CONTROLLING INTEREST)**
- Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations, but only with respect to his liability arising out of: (a) his financial control of the *Named Insured*; or (b) premises owned, maintained or controlled by him while said premises are leased to or occupied by the *Named Insured*.
  - The insurance afforded by this provision does not apply to structural alterations, new construction or demolition operations performed by or for said person or organization.
- 
- (4) **ADDITIONAL INSURED (EMPLOYEES)** – Provision 1. of Part C. (Persons Insured) is amended to include any employee of the *Named Insured* while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply to:
- bodily injury* to: (a) another employee of the *Named Insured* arising out of or in the course of his employment; or (b) the *Named Insured* or, if the *Named Insured* is a partnership or joint venture, any partner or member thereof; or
  - property damage* to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by: (a) another employee of the *Named Insured*; or (b) the *Named Insured* or, if the *Named Insured* is a partnership or joint venture, any partner or member thereof.
- 
- (5) **ADDITIONAL INSURED (ENGINEERS, ARCHITECTS OR SURVEYORS)** – Such insurance as is afforded under Coverages A and E applies, subject to the following provisions:
- Provision 1. of Part C. (Persons Insured) is amended to include any architect, engineer or surveyor engaged by the *Named Insured* but only with respect to liability arising out of the premises of the *Named Insured* or operations performed by or for the *Named Insured*.
  - The insurance with respect to such architects, engineers or surveyors does not apply to *bodily injury* or *property damage* arising out of the rendering of or the failure to render any professional services by or for the *Named Insured*, including: (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and (b) supervisory, inspection or engineering services.
- 
- (6) **ADDITIONAL INSURED (GRANTOR OF FRANCHISE)** – Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations, but only with respect to his liability as grantor of a franchise to the *Named Insured*.
- 
- (7) **ADDITIONAL INSURED (GOLFMOBILES)** – Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* any person using or legally responsible for the use of golfmobiles loaned or rented to others by the *Named Insured* or any concessionaire of the *Named Insured*.
- 
- (8) **ADDITIONAL INSURED (MORTGAGEE, ASSIGNEE OR RECEIVER)**
- Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations, but only with respect to his liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises described in the declarations by the *Named Insured*.
  - The insurance does not apply to structural alterations, new construction or demolition operations performed by or for said person or organization.
-

**(9) ADDITIONAL INSURED (OIL OR GAS OPERATIONS – WORKING INTERESTS, NON-OPERATING) –** Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured*:

the *Named Insured* with respect to any non-operating working interest in any oil or gas lease with any Co-Owners, Joint Venturer or Mining Partner, but only with respect to liability arising out of such interest;

(2) any Co-Owners, Joint Venturer or Mining Partner of the *Named Insured* having a non-operating working interest with the *Named Insured* in any oil or gas lease, but only with respect to its liability arising out of such interest;

(3) the *Named Insured* and any Owners or Co-Owners of oil or gas leases but only with respect to their liability for operations conducted by the *Named Insured* as operating agent under written contract with such Owner or Co-Owner.

To the extent insurance would be afforded under this provision, the exclusion under "Persons Insured" with respect to the designation of any partnership or joint venture as a *Named Insured* shall not apply.

**(10) ADDITIONAL INSURED (PREMISES LEASED TO THE NAMED INSURED) –** Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated in the declarations leased to the *Named Insured*, and subject to the following additional exclusions: The insurance does not apply to: (1) any *occurrence* which takes place after the *Named Insured* ceases to be a tenant in said premises; or (2) structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated in the declarations.**(11) ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS – PERMITS) –** Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* any state or political subdivision thereof designated in the declarations, subject to the following additional provisions:

(1) The insurance applies only with respect to operations performed by or on behalf of the *Named Insured* for which the state or political subdivision has issued a permit.

(2) The insurance does not apply to *bodily injury* or *property damage*: (a) arising out of operations performed for the state or municipality; or (b) included within the *completed operations hazard*.

(3) If *property damage* liability coverage (Coverage B) is not otherwise afforded, such insurance shall nevertheless apply with respect to operations performed by or on behalf of the *Named Insured* for which such permit has been issued subject to the limits of liability stated in the declarations.

**(12) ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES) –** Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* any state or political subdivision designated in the declarations, subject to the following additional provisions:

(1) The insurance for any such *Insured* applies only with respect to such of the following hazards for which the state or political subdivision has issued a permit in connection with premises owned by, rented to or controlled by the *Named Insured* and to which *bodily injury* liability coverage (Coverage A) applies: (a) the existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners or decorations and similar exposures; (b) the construction, erection or removal of *elevators*; (c) the ownership, maintenance or use of any *elevators* covered by Section II of the policy.

(2) If *property damage* liability coverage (Coverage B) is not otherwise afforded, such insurance shall nevertheless apply with respect to operations performed by or on behalf of the *Named Insured* in connection with the hazard for which the permit has been issued subject to the limits of liability stated in the declarations.

**(13) ADDITIONAL INSURED (TEAMS, DRAFT OR SADDLE ANIMALS) –** With respect to the ownership, maintenance, operation, use, loading or unloading of draft or saddle animals and vehicles for use therewith, Provision 1. of Part C. (Persons Insured) is amended to include any person or organization legally responsible for the use of such animals or vehicles, other than a person or organization or any employee thereof to whom the *Named Insured* has rented such animals or vehicles; provided that the actual use of such animals or vehicles is by the *Named Insured* or with his permission.

The Travelers  
Commercial Policies

## SECTION II SPECIAL PROVISIONS ENDORSEMENT B

Symbol B-225A  
Page 1 of 4

A. **Application** – Such insurance as is afforded by the COMPREHENSIVE GENERAL LIABILITY FORM is amended by a provision below shown as applicable in SECTION II COVERAGE DECLARATIONS B. Such insurance as is afforded by the CONTRACTUAL LIABILITY ENDORSEMENT (if made a part of the policy) is amended by all provisions below shown as applicable in SECTION II COVERAGE DECLARATIONS B, except for the "additional Insured" provisions.

### B. Provisions

#### (1) ADDITIONAL INSURED (OWNERS OR CONTRACTORS)

1. Provision 1. of Part C. (Persons Insured) of the COMPREHENSIVE GENERAL LIABILITY FORM is amended to include as an Insured the person or organization named in SECTION II COVERAGE DECLARATIONS B (hereinafter called "additional Insured"), but only with respect to liability arising out of: (a) operations performed for the additional Insured by the Named Insured at the location designated in such declarations; or (b) acts or omissions of the additional Insured in connection with his general supervision of such operations.
2. None of the exclusions under Provision 1. of Part B. (Exclusions) of the COMPREHENSIVE GENERAL LIABILITY FORM, except exclusions (a), (c), (g), (h), (k), (o), (p) and (q), apply to this insurance.
3. The following exclusions are added under Provision 1. of Part B. (Exclusions) of the COMPREHENSIVE GENERAL LIABILITY FORM.

This insurance does not apply to:

- (a) bodily injury or property damage occurring after
  - (1) all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional Insured at the site of the covered operations has been completed; or
  - (2) that portion of the Named Insured's work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- (b) bodily injury or property damage arising out of any act or omission of the additional Insured or any of his employees, other than general supervision of work performed for the additional Insured by the Named Insured; or
- (c) property damage to
  - (1) property owned or occupied by or rented to the additional Insured,
  - (2) property used by the additional Insured,
  - (3) property in the care, custody or control of the additional Insured or as to which the additional Insured is for any purpose exercising physical control, or
  - (4) work performed for the additional Insured by the Named Insured.
4. When used in reference to this insurance, "work" includes materials, parts and equipment furnished in connection therewith.
5. When used as a premium basis, "cost" means the total cost to the additional Insured with respect to operations performed for the additional Insured during the policy period by the Named Insured at the location designated herein, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

#### (2) ADDITIONAL INSURED (OWNERS OR LESSEES)

1. Provision 1. of Part C. (Persons Insured) of the COMPREHENSIVE GENERAL LIABILITY FORM is amended to include as an Insured the person or organization named in SECTION II COVERAGE DECLARATIONS B but only with respect to liability arising out of operations performed for such Insured by or on behalf of the Named Insured.



The Travelers  
Commercial Policies

## SECTION II SPECIAL PROVISIONS ENDORSEMENT B

Symbol B-225A  
Page 2 of 4

2. The applicable limit of The Travelers' liability for the insurance afforded under the CONTRACTUAL LIABILITY ENDORSEMENT forming a part of the policy shall be reduced by any amount paid as damages under this provision in behalf of the person or organization named in SECTION II COVERAGE DECLARATIONS B.

### (3) BROAD FORM PROPERTY DAMAGE

1. The exclusions under Provision 1. of Part B. (Exclusions) of the COMPREHENSIVE GENERAL LIABILITY FORM relating to property damage to: (a) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control; (b) the Named Insured's products arising out of such products or any part thereof; and (c) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w), (x) and (y):

(w) property damage

- (1) to property owned or occupied by or rented to the Insured, or except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping,

- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to

- (a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,

- (b) tools or equipment while being used by the Insured in performing his operations,

- (c) property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,

- (d) that particular part of any property, not on premises owned by or rented to the Insured,

- (i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or

- (ii) out of which any property damage arises, or

- (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;

- (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification stated in SECTION II COVERAGE DECLARATIONS B as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith; or

- (y) with respect to the products hazard (if the insurance otherwise applies to property damage included within such hazard), to property damage to the Named Insured's products arising out of such products or any part of such products.

2. The insurance afforded by this provision shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and Provision b. of General Condition A. 13. (Other Insurance) of the GENERAL PROVISIONS is amended accordingly.

3. Should the insurance afforded by this provision include "completed operations", as indicated in SECTION II COVERAGE DECLARATIONS B, Exclusion 1. (x) above is replaced by the following:

"(x) with respect to the completed operations hazard and with respect to any classification stated in SECTION II COVERAGE DECLARATIONS B as "including completed operations", to property damage to work performed by the Named Insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith; or"

- (4) **EXCLUSION (COLLAPSE HAZARD)** – The insurance does not apply to property damage included within the “collapse hazard”. The “collapse hazard” includes “structural property damage” as defined herein and property damage to any other property at any time resulting therefrom. “Structural property damage” means the collapse of or structural injury to any building or structure due to:

- (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, coffer-dam work or caisson work; or
- (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

The “collapse hazard” does not include property damage:

- (a) arising out of operations performed for the Named Insured by independent contractors;
- (b) included within the completed operations hazard or the underground property damage hazard; or
- (c) for which liability is assumed by the Insured under an incidental contract.

- (5) **EXCLUSION (EXPLOSION HAZARD)** – The insurance does not apply to property damage included within the “explosion hazard”. The “explosion hazard” includes property damage arising out of blasting or explosion.

The “explosion hazard” does not include property damage:

- (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment;
- (2) arising out of operations performed for the Named Insured by independent contractors;
- (3) included within the completed operations hazard or the underground property damage hazard; or
- (4) for which liability is assumed by the Insured under an incidental contract.

- (6) **EXCLUSION (BLOWOUT AND CRATERING HAZARDS)** – With respect to operations performed by the Named Insured and described in SECTION II COVERAGE DECLARATIONS B, the insurance does not apply to property damage to property located on or above the surface of the earth and arising out of blowout or cratering of any well.

- (7) **EXCLUSION (SALINE SUBSTANCES CONTAMINATION)** – With respect to operations performed by or on behalf of the Named Insured and described in SECTION II COVERAGE DECLARATIONS B, the insurance does not apply to property damage included within the “saline substances contamination hazard”. The “saline substances contamination hazard” includes property damage to any of the following wherever located:

- (1) oil, gas, water or other mineral substances, if the property damage is caused directly or indirectly by a saline substance; or
- (2) any other property, if the property damage results from the property damage described in subdivision (1) of this hazard.

- (8) **EXCLUSION (UNDERGROUND PROPERTY DAMAGE HAZARD)** – The insurance does not apply to property damage included within the “underground property damage hazard”. The “underground property damage hazard” includes “underground property damage” as defined herein and property damage to any other property at any time resulting therefrom. “Underground property damage” means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

The “underground property damage hazard” does not include property damage:

- (1) arising out of operations performed for the Named Insured by independent contractors;

The Travelers  
Commercial Policies

**SECTION II SPECIAL PROVISIONS ENDORSEMENT B**

Symbol B-225A  
Page 4 of 4

- (2) included within the completed operations hazard; or
  - (3) for which liability is assumed by the Insured under an incidental contract.
- 

**(9) EXCLUSION (UNDERGROUND RESOURCES AND EQUIPMENT) –** With respect to operations performed by or on behalf of the Named Insured and described in the declarations, the insurance does not apply to:

- (1) property damage included within the “underground resources and equipment hazard”;
- (2) the cost of reducing any property included within the “underground resources and equipment hazard” to physical possession above the surface of the earth, or above the surface of any body of water, or to the expense incurred or rendered necessary to prevent or minimize property damage to other property resulting from acts or omissions causing property damage included within the “underground resources and equipment hazard”.

The “underground resources and equipment hazard” includes property damage to any of the following:

- (a) oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;
  - (b) any well, hole, formation, strata or area in or through which exploration for or production of any substance is carried on; or
  - (c) any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.
- 

**(10) LIMITS OF LIABILITY – SPECIFIC LOCATION –** The limits of liability shall be as stated in SECTION II COVERAGE DECLARATIONS B with respect to the ownership, maintenance, or use of the premises designated in such declarations and operations necessary or incidental thereto, but this provision does not apply to other premises owned, rented or controlled by the Named Insured or operations on or from such other premises. The absence of an entry means the corresponding limit of liability stated in SECTION II COVERAGE DECLARATIONS A applies.

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The Transfers  
Commercial Policies

GENERAL PURPOSE ENDORSEMENT

Symbol **0000**  
Page **1** of **1**

Policy No: **650-584016-3-COF-78**

Issue Date: **10/18/78**

**DESIGNATION OF PREMISES  
(PART LEASED TO RENTED INSURED)**

**NAME OF PERSON OR ORGANIZATION  
ADDITION INSURED**

**LONG POND BEACH  
HIGHLAND FALLS, NY**

**UNITED STATES GOVERNMENT  
C/O MARICE LUSTIG  
US ARMY ENGINEER DIST  
111 E. 16TH STREET NY, NY**

**FORT MONTEGOMERY SCHOOL**

**CENTRAL SCHOOL DISTRICT  
TOWN OF HIGHLANDS  
FORT MONTEGOMERY SCHOOL  
FORT MONTEGOMERY, NY**

**BROOKSLAKE  
FORT MONTEGOMERY**

**THE PEOPLE OF THE STATE OF NY  
NYS**

**EXECUTIVE DEPT.  
OFFICE OF PARKS AND RECREATION  
PALISADES INTERSTATE PARK CO  
THEIR OFFICES, AGENTS, AND  
EMPLOYEES**

The Travelers  
Commercial Policies

**GENERAL PURPOSE ENDORSEMENT**

Standard **00002**  
Page **1** of **1**

Policy No: **650-584A016-3-COF-78**

Issue Date: **10/18/78**

**SECTION 11 - GENERAL LIABILITY**

**AS RESPECTS SECTION 11, GENERAL LIABILITY, LOCATION 1, BUILDING 1  
THE FOLLOWING PROPERTY IS HEREBY INCLUDED FOR LIABILITY:**

**LOC 1) ROE PARK (POND) SEVEN ACRES  
"SWIMMING POOL"  
PLAYGROUND  
BASEBALL DIAMOND**

**LOC 2) BROOKS PARK - THREE ACRES  
BASEBALL DIAMOND**

**LOC 3) LOWE POND - SEVEN ACRES  
PICNIC GROUNDS  
BATHING BEACH**

## SYMBOL NUMBERS OF ENDORSEMENTS

Amending Policy No. 650-584A0:6-3-COF-78

It is agreed that endorsements with the following symbol numbers form a part of this policy on its effective date:

CA 3  
 9380  
 CA 00 02 01 78  
 CA 00 01 01 78  
 CA 2X 17 01 78  
 CA 21 07 01 78  
 CA 5  
 CA 00 02 10 04 78  
 CA 00 02 20 04 78  
 30050  
 CA 01 18 04 78  
 CA 01 12 01 78  
 CA 01 24 04 78  
 CA 22 32 06 78  
 CA 22 33 06 78  
 CA 20 02 01 78

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

C-10925 1-66 PRINTED IN U.S.A. (775)

9380

The Travelers

# **AUTOMOBILE PROVISIONS AMENDATORY ENDORSEMENT** (Sections III and IV)

CA 3

**A. Application**—These provisions apply to automobile insurance under Sections III and IV of this policy and replace equivalent general provisions contained in applicable automobile declarations, forms and endorsements.

The provisions in the GENERAL PROVISIONS FORM pertaining to Sections III and IV no longer apply.

**B. Provisions**—Insurance provided under applicable automobile declarations, forms or endorsements is amended as follows:

1. The cancellation provisions are replaced by the following:

## **Cancellation**

a. **By You**—You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

b. **By Us**—We may cancel the policy by mailing you at least 30 days notice at your last address known by us; however, if you fail to pay the policy premium or any premium the number of days specified above is amended to "10". We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.

c. The effective date of cancellation stated in the notice shall become the end of the period for which insurance is provided.

d. If the policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the cost of any short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

e. A copy of such notice shall be given to any mortgagee, trustee or loss payee designated under the policy when it is to be canceled.

2. The following provision is added:

**Company Designation**—The rights and duties expressed in Section III or IV of the policy are the rights and duties of the company designated as the insurer for such section. Reference in the policy to "we", "us", and "our" means the company so designated.

**C. Definition**—"Policy", whenever used in such declarations, forms and endorsements, shall mean Sections III and IV.

CP-2130 NEW 4-78 Printed in U.S.A.

CA 3



DECLARATIONS (COPY) —  
BUSINESS AUTO POLICY

DUP. POL.	CERT. POLS. WITH PROP.	P. F. 1579	ADJUST	1537	ISSUE DATE
650-5844016-3	COF-78	8-1-X	X	10/18/78	NY ALMT-002
HENRY J SYLVESTRI					88751

The insurer for this Policy is that member of The Travelers Insurance Companies designated by an "X"

- ☒ The Travelers Indemnity Company  
☐ The Travelers Indemnity Company of America  
☐ The Travelers Indemnity Company of Rhode Island  
☐ The Charter Oak Fire Insurance Company  
☐ The Travelers Indemnity Company of Illinois

## ITEM ONE

NAMED INSURED

**TOWN OF HIGHLANDS**  
**TOWN HALL, MAIN STREET**  
**HIGHLAND FALLS, ORANGE CO., N.Y.**

MAILING ADDRESS

CITY TOWN  
**3408**

LOCATION ADDRESS

**RD ROUTE 960 FORT MONTGOMERY**  
**ORANGE CO NY**

Form of Named Insured's Business: ☐ Corporation ☐ Partnership ☐ Individual ☒ Other **MUNICIPALITY**

Named Insured's Business:

Policy Period: Policy Covers From **10/12/78** To **10/12/79** (12.01 A.M. STANDARD TIME AT THE NAMED INSURED'S MAILING ADDRESS STATED ABOVE.)

## ITEM TWO

## SCHEDULE OF COVERAGES AND COVERED AUTOS

Insurance only applies to a coverage for which a premium is shown. Coverage applies only to those autos shown as covered autos by entry of one or more symbols from **ITEM THREE** opposite each coverage.

COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM	LINE TOTALS	COMPL.
LIABILITY	<b>1</b>	<b>\$ 1,000,000</b>	<b>\$ 1994</b>	<b>23 44</b>	<b>23 44</b>
PERSONAL INJURY PROTECTION	<b>5</b>	SEPARATELY STATED IN EACH ENDORSEMENT MENTIONED IN THE POLICY. NEW YORK APPLIES TO THE NAMED INSURED AND RELATIVES ONLY.	<b>\$ 64</b>	<b>23 20</b>	<b>23 20</b>
PROPERTY PROTECTION COVERAGE		SEPARATELY STATED IN THE ENDORSEMENT		<b>27 40</b>	<b>27 40</b>
BODILY MEDICAL PAYMENTS		<b>\$ EACH PERSON</b>		<b>55 55</b>	<b>55 55</b>
UNINSURED MOTORIST	<b>6</b>	<b>\$ SEE CA 21 07 01 78</b>	<b>\$ 16</b>	<b>56 56</b>	<b>56 56</b>
COMPREHENSIVE COVERAGE	<b>2</b>	ACTUAL CASH VALUE OR COST OF REPLACEMENT WHICHEVER IS LESS. NEW YORK: SEE SYMBOL 10 FOR LIMITS FOR EACH COVERED AUTO FOR ALL WAYS EXCEPT FIRE OR THEFT.	<b>\$ 508</b>	<b>57 57</b>	<b>57 57</b>
SPECIFIED PERIL COVERAGE		ACTUAL CASH VALUE OR COST OF REPLACEMENT WHICHEVER IS LESS. NEW YORK: SEE SYMBOL 10 FOR LIMITS FOR EACH COVERED AUTO FOR ALL WAYS EXCEPT FIRE OR THEFT.			
COLLISION COVERAGE	<b>7</b>	ACTUAL CASH VALUE OR COST OF REPLACEMENT WHICHEVER IS LESS. NEW YORK: SEE SYMBOL 10 FOR LIMITS FOR EACH COVERED AUTO.	<b>\$ 1444</b>		
TOWING AND LABOR		SEE SYMBOL 10 FOR LIMITS OF TOWING AND LABOR.			
EXCESS NUMBERS OF FORMS AND ENDORSEMENTS CONTAINED WITH THE POLICY AT ITS ISSUANCE					
<b>SEE SYMBOL 9380</b>			<b>PREMIUM FOR ENDORSEMENTS ▶</b>	<b>4026</b>	
			<b>ESTIMATED TOTAL PREMIUM ▶</b>		

Auto Period: Annual, unless otherwise stated: ☐ semi-annual ☐ quarterly ☐ monthly

## ITEM THREE

## DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL 1 — 9: See reverse side for descriptions.

SYMBOL 10 =

Any loss under Physical Damage Coverages is payable as interest may appear to you and the Loss Payee named in the Declarations Schedule—**ITEM FOUR**. See Loss Payable Clause on reverse side.

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HOME OFFICE RECORD

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CONFIDENTIAL

## DECLARATIONS—BUSINESS AUTO POLICY—(Continued)

SEE (Continued)

## DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1	= ANY AUTO.	6	= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.
2	= OWNED AUTOS ONLY. Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.	7	= SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR for which a premium charge is shown (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).
3	= OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.	8	= HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees or members of their households.
4	= OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.	9	= NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
5	= OWNED AUTOS SUBJECT TO NO-FAULT. Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.		

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated total premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## LOSS PAYABLE CLAUSE

- We will pay you and the loss payee named in the policy for loss to a covered auto, as interest may appear.
- The insurance covers the interest of the loss payee unless the loss results from fraudulent acts or omissions on your part.
- We may cancel the policy as allowed by CANCELLING

THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

- D. If we make any payment to the loss payee, we will obtain his rights against any other party.

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C/A 60020178

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CONFIDENTIAL

The Travelers

**BUSINESS AUTO POLICY**

CA 00 01 01 78

In return for the payment of the premium and subject to all the terms of this policy, we agree with you as follows:

**PART I—WORDS AND PHRASES WITH SPECIAL MEANING—READ THEM CAREFULLY**

The following words and phrases have special meaning throughout this policy and appear in boldface type when used:

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
- B. "We", "us" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.
- E. "Bodily Injury" means bodily injury, sickness or disease including death resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.
- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
  1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.
  2. Vehicles designed for use principally off public roads.
  3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
  4. Vehicles not required to be licensed.
  5. Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises.
- I. "Property damage" means damage to or loss of use of tangible property.
- J. "Trailer" includes semitrailer.

**PART II—WHICH AUTOS ARE COVERED AUTOS**

- A. ITEM TWO of the declarations shows the autos that are covered autos for each of your coverages. The numerical symbols explained in ITEM THREE of the

declarations describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

**B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.**

1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:
  - a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage, and
  - b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

**C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.**

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Mobile equipment while being carried or towed by a covered auto.

**PART III—WHERE AND WHEN THIS POLICY COVERS**

We cover accidents or losses which occur during this policy period:

- A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or
- B. While the covered auto is being transported between any of these places.

**PART IV—LIABILITY INSURANCE****A. WE WILL PAY.**

1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and arising from the ownership, maintenance or use of a covered auto.
2. We have the right and the duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE does not end our duty to defend the

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**B. WE WILL ALSO PAY:**

In addition to our limit of liability, we will pay for the insured:

1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
2. Premiums on appeal bonds in any suit we defend.
3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
4. All costs taxed against the insured in a suit we defend.
5. All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
6. Up to \$50 per day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
7. Other reasonable expenses incurred at our request.

**C. WE WILL NOT COVER—EXCLUSIONS.**

This insurance does not apply to:

1. Liability assumed under any contract or agreement.
2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
6. Property damage to property owned or transported by the insured or in the insured's care, custody or control.
7. Bodily injury or property damage resulting from the loading of property before it has been put in or on the covered auto or the unloading of property after it has been taken off or out of the covered auto. This exclusion does not apply to loading or unloading by means of a mechanical device that is permanently attached to the covered auto.

8. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.
9. Punitive or exemplary damages.

**D. WHO IS INSURED.**

1. You are an insured for any covered auto.
2. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
  - a. Someone using a covered auto you hire or borrow from one of your employees or a member of his or her household.
  - b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos.
3. Anyone liable for the conduct of an insured described above is an insured but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

**E. OUR LIMIT OF LIABILITY.**

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the declarations.
2. All bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

**F. OUT OF STATE EXTENSIONS OF COVERAGE.**

1. While a covered auto is away from the state where it is licensed we will:
  - a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
  - b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.
2. We will not pay anyone more than once for the same elements of loss because of these extensions.

**PART V—PHYSICAL DAMAGE INSURANCE****A. WE WILL PAY.**

1. We will pay for loss to a covered auto or its equipment under:
  - a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.

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## b. Specified Perils Coverage. Caused by:

- (1) Fire or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism;
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

## c. Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

## 2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

## B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

## C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
3. Loss caused by declared or undeclared war or insurrection or any of their consequences.
4. Loss caused by the explosion of a nuclear weapon or its consequences.
5. Loss caused by radioactive contamination.
6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories.

## D. HOW WE WILL PAY FOR LOSSES—THE MOST WE WILL PAY.

## 1. At our option we may:

- a. Pay for, repair or replace damaged or stolen property; or

## b. Return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.

## 2. The most we will pay for loss is the smaller of the following amounts:

- a. The actual cash value of the damaged or stolen property at the time of loss.
- b. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

## 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the declarations does not apply to loss caused by fire or lightning.

## E. GLASS BREAKAGE—HITTING A BIRD OR ANIMAL—FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto.

## PART VI—CONDITIONS

The insurance provided by this policy is subject to the following conditions:

## A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

## 1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.

## 2. Additionally, you and other involved insureds must:

- a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
- b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
- c. Submit at our expense and as often as we require to physical examinations by physicians we select.
- d. Authorize us to obtain medical reports and other pertinent medical information.

## 3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:

- a. Permit us to inspect and measure the damaged property before its removal or disposition.

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- b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
- c. Submit a proof of loss when required by us.
- d. Promptly notify the police if the covered auto or any of its equipment is stolen.

**B. OTHER INSURANCE.**

- 1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
  - a. Is excess while it is connected to a motor vehicle you don't own.
  - b. Is primary while it is connected to a covered auto you own.
- 2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

- a. Is excess while it is connected to a motor vehicle you don't own.
- b. Is primary while it is connected to a covered auto you own.

- 2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

**C. OUR RIGHT TO RECOVER FROM OTHERS.**

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

**D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.**

- 1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

**E. LEGAL ACTION AGAINST US.**

No legal action may be brought against us until there has been full compliance with all the terms of

this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

**F. INSPECTION.**

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

**G. CHANGES.**

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**H. TRANSFER OF YOUR INTEREST IN THIS POLICY.**

Your rights and duties under this policy may not be assigned without our written consent.

**I. NO BENEFIT TO BAILEE—PHYSICAL DAMAGE INSURANCE ONLY.**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

**J. BANKRUPTCY.**

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

**K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.**

- 1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

- 2. We shall not be held to have waived any of our rights by any act relating to appraisal.

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(Ed. 01 78)**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UNINSURED MOTORISTS INSURANCE****A. WORDS AND PHRASES WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
  - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
  - c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
  - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

**B. WE WILL PAY**

1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

**C. WE WILL NOT COVER — EXCLUSIONS**

This insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

**D. WHO IS INSURED**

1. You or any family member.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

**E. OUR LIMIT OF LIABILITY**

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
2. Any amount payable under this insurance shall be reduced by:
  - a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
  - b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

**F. CHANGES IN CONDITIONS**

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

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- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

**3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:**

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

**4. The following Condition is added:**

**ARBITRATION**

- a. If we and an insured disagree whether the insured is legally entitled to recover damages

from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses & hours and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.